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7 IN THE UNITED STATES DISTRICT COURT
8 FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

9 C.C., in her individual capacity and as Case No. 2:21-cv-00618-BJR
10 parent and guardian of minor student,)
D.C.G.,) **ORDER APPROVING**
11 Plaintiffs,) **SETTLEMENT**
12 v.)
13 SEATTLE SCHOOL DISTRICT NO. 1,)
14 Defendant)

15 THIS MATTER having come on regularly before the Court upon the motion (Dkt.
16 No. 23) of Cedar Law, PLLC, as counsel for the Plaintiffs, for approval of settlement for a
17 claim made on behalf of minor D.C.G., and the Court having considered the motion, the
18 Settlement Guardian ad Litem Report and Recommendations of Christopher M.
19 Henderson, the Court-appointed Settlement Guardian ad Litem, and finding that the
20 settlement has been recommended for approval by the Settlement Guardian ad Litem and
21 that it is in the best interests of the minor to approve the settlement as requested by
22 petitioner, now, therefore,

23 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that

24 A. The offered gross settlement of \$400,000.00 reached on behalf of D.C.G. is

adequate and reasonable and is hereby approved subject to the revisions to the settlement agreement recommended in the report of the Settlement Guardian ad Litem.

B. Cedar Law, PLLC's fees and costs incurred in the representation of D.C.G. in the total amount of \$145,714.19 are found to be reasonable and are approved for payment from the gross settlement proceeds.

C. Cedar Law, PLLC is authorized and directed to distribute the net settlement proceeds as follows:

| | |
|---|--------------|
| Attorney's fees payable to Cedar Law, PLLC | \$136,428.55 |
| Costs to be reimbursed to Cedar Law, PLLC | \$9,285.64 |
| Net proceeds payable to C.C. | \$50,857.16 |
| Net proceeds to be placed in an account with Pooled Alliance Community Trust for purposes of a basic support and maintenance trust for D.C.G. terminating on D.C.G.'s eighteenth birthday | \$203,428.65 |

D. The settlement proceeds shall not be considered to have been received by, to be available to, or to have come into the possession or under the control of D.C.G.

E. Brain Injury Alliance of Washington shall serve as Trustee for D.C.G.'s account with the Pooled Alliance Community Trust.

F. Plaintiffs' counsel is directed to open a trust reporting matter with the King County Superior Court and obtain and file a Receipt of Deposit of Funds with the King County Superior Court for the settlement proceeds it receives on behalf of D.C.G. into that matter, a copy of which is to be provided to the settlement guardian ad litem, within sixty (60) days.

G. Brothers & Henderson, P.S. is authorized to represent the Brain Injury Alliance of Washington as Trustee of the Pooled Alliance Community Trusts, even though D.C.G.'s settlement proceeds will be placed with the Pooled Alliance Community Trusts,

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2 Basic Support and Maintenance Trust.

3 H. The Settlement Guardian ad Litem is authorized and directed to enter into
4 any agreements necessary on D.C.G.'s behalf to fulfill the provisions of this order.

5 I. The Settlement Guardian ad Litem fees and costs totaling \$5,989.50, payable
6 to Brothers & Henderson, P.S., are approved as reasonable and Defendant Seattle School
7 District is directed to pay such fees and costs within sixty (60) days of entry of this Order
8 without further reducing the settlement proceeds available to D.C.G.

9 J. The Settlement Guardian ad Litem is discharged upon the filing of the
10 Receipt of Deposit of Funds by Brain Injury Alliance of Washington.

11 DATED December 15, 2021.

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14 Barbara Jacobs Rothstein
15 U.S. District Court Judge

16 Presented by:
17 CEDAR LAW PLLC

18
19 /s _____
20 Lara Hruska, WSBA #46531
21 Counsel for Plaintiff

22 Approved for Entry:
23 BROTHERS & HENDERSON P.S.

24 /s _____
Christopher M. Henderson, Guardian ad Litem

1 PREG O'DONNELL & GILLETT

2
3 /s _____
4 Mark O'Donnell, WSBA No. 13606
Counsel for Defendant